

ATTACHMENT B-2 PRICES

Contract No. C0505851  
Exhibit B-2  
Effective: June 1, 2005

Product Description	Manufacturer's Part Number	Verizon ID Number	Price	Monthly Recurring Fees
<b>Hardware</b>				
GPS / IXRIT (Note 1)			\$443.00	
GPS / EVDO (Note 1)			\$490.00	
GPS / IXRIT / 802.11 (CS) (Note 1)			\$493.00	
GPS / 802.11 (CS) / EVDO (Note 1)			\$540.00	
In-Truck Header (Note 1) - Battie Reader			\$79.00	
IXRIT - EVDO Hardware Upgrade			\$94.00	
Clear polycarbonate cover for the VCTU			\$2.97	
Ethernet connection receptacle in dashboard			\$13.47	
<b>Administration</b>				
HW Support (Note 2)				Included
Account Administration (Note 3)				Included
OTAP (Note 4)				Included
<b>Data Collection/Supplier-Hosted</b>				
150 Packets/Day - Average per vehicle				Included
Secure JMS Client Software				Included
4 Real Time Feeds (Note 5)				\$0.35/vehicle
1 Additional data feed (Note 5)				\$0.10/vehicle
12 months of service associated with each unit				\$24.35
<b>Installation/Deinstallation</b>				
Installation Cost GPS Unit			\$78.00	
Installation Cost GPS Unit & In Truck Reader			\$91.00	
De-install (per unit) (Note 6)			\$18.00	
GPS Unit swap (Note 7)			\$60.00	
Ethernet connection receptacle in dashboard			\$12.00	
Transfer from one vehicle to another (Unit Only)			\$96.00	
Transfer from one vehicle to another (Unit + Card Reader)			\$109.00	
Out of Warranty Defective with Trouble Shooting Dispatch (48 hours)			\$175.00	

**Notes:**

- Hardware Standard Warranty is twelve (12) months
- Hardware Support through a Web Based Maintenance System:  
Includes but not limited to - Service Request web based management interface (including status updates and escalation management, as well as a reporting tool)
- Account Administration includes, but not limited to: Landmark management through a Graphic User Interface (GUI), wireless configuration/reconfiguration (access point as well as firewall settings), as well GPS device management (assignment by account, time zone, etc) through a web based administrative tool.
- OTAP includes software configuration and application files upgrade initiated from server.
- Includes monitoring of all Queues as well as replay of data as needed. Data will be stored and available for replay up to thirty-one (31) days for each vehicle. Includes secure JMS interface/client. Upgrades to the JMS software are included in the monthly recurring fee.
- De-installation Includes: Removal of existing units and antenna only, cabling will not be removed. Hardware will be given to local Manager for shipment.
- Unit Swap- Same unit, same Supplier, replace with new technology in the same vehicle. Deinstall/install only.

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ATTACHMENT B-3 DELIVERY INTERVAL

ATTACHMENT B-3 DELIVERY INTERVALS

To

Agreement No. C0505851

**Stage 1**

**HARDWARE ORDERS**

Initial Deployment First Year

1X 16 weeks

EVDO w/o WiFi 16 weeks

EVDO w/ WiFi 20 weeks

Lead times are required time to have Products available for installation. Lead time does not include installation time period.

**Key Requirements during Initial Deployment:**

- Supplier shall aggregate all orders to manufacturer to maximize benefit
- Vehicles will be arranged together in one area at the garage or yard keys will be available.
- Schedule minimum number of visits.
- Both parties shall mutually agree to prioritize locations and development.

### **Installation Process Key Milestones**

For each vehicle: (Installer means Supplier's Agent)

- Installer notes condition of vehicle
- Installer performs installation as described in the Supplier provided Installation Guide. The Installation Guide is provided on a secure website accessible by MobileAria and the Verizon project team members.
- Installer performs post - installation test as described in the Installation Guide and reports results
- Installer updates the Installation Completion Form including makes any comments about condition of vehicle prior to installation.
- Customer's Garage supervisor signs off on Installation Completion Form and including any comment about vehicle condition post-installation. (Garage supervisor notes condition of vehicle post installation. Supervisor DOES NOT verify any technical tests.)

### **Installation Process Key Obligations (applies to Phase 1 and Phase 2 above)**

- Prior to installation, Customer shall contact Wireless Carrier and arrange for auto-provisioning for the units.  
Should Customer require schedule changes to deployment, Customer will advise Supplier two (2) weeks prior to mutually agreed on installation services date. Parties will mutually agree as to any reimbursement for schedule change. Should such charge be caused by Force Majeure conditions, both parties will exert reasonable effort to reschedule installation and minimize cost.
- Supplier will provide a site contact. The site contact will move vehicles and prepare and maintain the installation work space prior to and during installation to make certain that the Supplier's technician(s) can perform installation services substantially continuously during time onsite.
- Customer will have reasonably safe worksite areas for the number of installations Supplier performs at each installation worksite. Customer will ensure that Seller has access to adequate 110V AC power at each installation worksite and that power is sufficient for Installer to conduct installation activities at that worksite for the scheduled number of technicians and vehicles.



EXHIBIT C

VERIZON MARKET AREAS

**Exhibit C**

**To Agreement No. C0505851**

**Verizon Market Areas**

<b>North:</b>	Liberty
	Capital
	Island Metro
	New England
<b>Mid-Atlantic:</b>	New Jersey
	Potomoc
	Atlantic Central
<b>West:</b>	California
	North Central
	Southeast
	Texas

EXHIBIT D

PURCHASE FOR INTERNAL USE - WARRANTY AND PRODUCT SUPPORT

- ◆ ATTACHMENT D-1 TRAINING TERMS AND STANDARDS
- ◆ ATTACHMENT D-2 DISCLOSURE OF POTENTIAL OR ACTUAL DEFECTS

EXHIBIT D

To Agreement No. C0505851

PURCHASE FOR INTERNAL USE -WARRANTY AND PRODUCT SUPPORT

1. SCOPE

If Customer issues an Order to Supplier for Product or related Service for its internal use, including use whereby Customer provides services to third parties in the normal course of its business, then the terms of this Exhibit apply.

2. WARRANTY - HARDWARE

- (a) Supplier warrants to Customer that upon delivery of the Hardware as defined in the Agreement to Customer all right, title and interest in Hardware will pass to Customer free of all liens, imperfections in title, claims, charges, restrictions, or other encumbrances. Supplier warrants the Hardware except third party operating systems Software furnished shall be new, merchantable, free from defects in material and workmanship, fit for the ordinary purpose for which the Product Hardware is used. The Hardware Warranty Period for Hardware is one (1) year from the date of installation of the Product. The Hardware shall conform to Supplier's advertised and published specifications and Customer requirements in effect at the time the warranty began. Should the Hardware not conform to the foregoing warranties within the Warranty period, Supplier shall repair or replace the defective or nonconforming Hardware as set forth in section (b) below. . All warranties shall survive inspection, acceptance and payment.
- (b) During theWarranty Period, defective Hardware shall be either repaired on-site by Supplier pursuant to Section 9 of this Exhibit D or Supplier will install replacement Hardware at no charge or cost to Customer within fifteen (15) days of notification of Hardware defect. Unless Supplier and Customer agree otherwise, for Hardware that are returned to Supplier for repair, Supplier shall complete repairs and return repaired Hardware, or ship replacement Hardware , within fifteen (15) days of receipt of defective Hardware at Supplier's designated repair location. Customer shall ship defective Hardware FOB prepaid destination to Supplier designated location. Supplier shall bear the cost of transportation charges for shipment to Customer of Hardware repaired or replaced. If Hardware returned is not defective or the damage or malfunction results from causes not covered under this warranty (including but not limited to the causes excluded under (d) below). Supplier shall promptly advise Customer in writing of this determination; in such cases, Supplier shall return Hardware to Customer at Customer's expense and risk in its "as

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received" condition. If Supplier receives a Product that is "no trouble found" (NTF) from the Customer, the Supplier shall invoice the Customer a fee of fifty dollars (\$50) and return the Product. If Hardware returned is not under warranty, Supplier shall promptly advise Customer in writing of the estimated cost of repair. Supplier shall repair Hardware if and only if approval is received from the Customer in writing and charge Customer for labor, parts and shipping.

- (c) Any Hardware replacement, repair, or modification, or other service performed by Supplier shall be warranted, commencing with the date upon which repaired Hardware is returned to Customer, or installed in the vehicle, for the remainder of the unexpired warranty period or ninety (90) days whichever is greater.
- (d) The warranties do not extend to Hardware to the extent damage or malfunction results from the Hardware being (I) subjected to misuse, neglect or abuse not caused by Supplier; (II) used in violation of the approved written instructions furnished to Customer prior to the delivery of the Hardware; or (III) if such damage or malfunction is caused by other electro-mechanical equipment in the vehicle, not provided by the Supplier.

### 3. WARRANTY - SOFTWARE

- (a) Supplier warrants that Customer shall have quiet enjoyment of the Software and that the Software and Customer's Use, shall be free from claims of infringement, misuse or misappropriation of any intellectual property right during the term of Customer's license to Use the Software. As to Software which Supplier does not have title, Supplier warrants that it has rights in the Software sufficient to permit the license of the Software to Customer and that Supplier has full right, power and authority to license the Software and other rights granted hereunder to Customer. Customer's sole remedy for breach of this warranty shall be to seek indemnity under Section 35 and/or 37 of the Agreement.
- (b) Supplier also warrants that the media containing the Software will be free from physical defects in material and workmanship and that all related Services provided by Supplier shall be rendered by qualified personnel who will perform the tasks assigned consistent with good professional practice and the state of the art involved. Software Warranty Period is one (1) year from the effective date of license of the Software. If Customer discovers any physical defect in the media containing the Software during the Software Warranty Period and Customer notifies Supplier in writing of such defect within ten (10) calendar days, the Supplier shall provide replacement media to Customer.
- (c) Supplier also warrants that there are no copy protection or similar mechanisms within the Software which will, either now or in the future, interfere with the grants made in this Agreement.

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- (d) For the Software Warranty Period, Supplier warrants that the Software will perform in accordance with the Specifications for the Software, provided the Software is operated in accordance with the terms of this Agreement, including any Order. Supplier assumes no liability for the Software if (i) it is installed on a platform not supported by Supplier; (ii) the Software is modified; (iii) the Software is subject to misuse, neglect or abuse; or (iv) the Software is not used in the manner described in the corresponding Specifications. If the Supplier should not provide repair to Software within thirty (30) days or as mutually agreed from notification, Customer may terminate this Agreement or Order and Supplier shall refund to Customer the amount paid to it for the nonconforming Software. This section 3 states Supplier's sole and exclusive liability and Customer's sole and exclusive remedy for any breach of the warranty with respect to the Software.
- (e) After the Software Warranty Period, Supplier warrants that if any portion of the Software is or becomes unusable, totally or in any respect, Supplier will correct errors, defects and nonconformities and restore the Software to error-free conforming condition without additional charge to Customer.

4. COMPATIBILITY WARRANTY

- (a) Supplier warrants that all Products acquired hereunder shall operate and function in a fully compatible mode with the system and with all switching, transport and transmission elements and other facilities and equipment in the Customer's network in accordance with the requirements and specifications incident to this agreement or any order(s) issued pursuant to this agreement and those standards which are contained in industry publications by recognized standards bodies. Supplier will review each of customer's order for completeness and accuracy with respect to components, products and part numbers and, prior to submitting the order to a sub-contractor, will notify Customer as to any inaccuracies or known deficiencies or incompatibility with any related order.

5. SERVICES

- (a) Supplier warrants to Customer that Services provided hereunder shall be expertly performed in a manner which meets or exceeds the generally accepted standards in the industry, and in accordance with applicable specifications in Exhibit G, entitled "SCOPE OF WORK". All warranties shall survive inspection, acceptance and payment.

6. HARDWARE REPAIR RETURN

- (a) Customer may provide to Supplier an Equipment Repair Order (ERO) number and/or a purchase order pack list number when returning Hardware to Supplier for repair.

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(b) Customer shall furnish the following information with Hardware returned to Supplier for repairs:

- (1) Customer's name and complete address;
- (2) Name(s) and telephone number(s) of Customer's employee(s) to contact if there are questions about Hardware to be repaired;
- (3) "Ship to" address for return of repaired Hardware, if different from (1);
- (4) A complete list of Hardware returned;
- (5) The nature of the defect or failure, if known; and
- (6) Hardware warranty status, if known.

(c) All Hardware shipped to Supplier for repair shall have repair tags attached that are supplied by Supplier free of charge or by Customer, which shall contain the above stated information.

(d) Hardware repaired by Supplier shall have the repair completion date stenciled or otherwise identified in a permanent manner in a readily visible location on Hardware and the repaired Hardware shall be returned with a tag or other papers describing the repairs that have been made. If Supplier maintains statistical records for repaired Hardware, the information shall be made available to Customer upon request.

#### 7. EMERGENCY REPLACEMENT SERVICE

(a) If a failure that causes a customer service impairment to Customer, as confirmed by Customer's Director of Operations, which failure is caused by Hardware or Software furnished under this Agreement, Supplier agrees to install replacement Hardware or Software by the most expedient means available, within five (5) business days of verbal notification by Customer, subject to the availability of and access to the vehicle. Should the emergency situation be reoccurring, it shall be addressed both parties during the quarterly executive review. The charge for this expedited service shall be as follows:

- (1) If the defective Hardware or Software is in warranty or is covered under a maintenance agreement, Supplier shall install new replacement Hardware or Software, as applicable, at no charge. If the defective Hardware or Software is not returned to Supplier within sixty (60) days from the date of shipment of the new replacement Hardware or Software, Supplier may invoice Customer for such new replacement Hardware or Software at Supplier's then current discount price, less Customer's applicable discount.

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- (2) If the defective Hardware or Software is out of warranty and is not covered under a maintenance agreement, Supplier shall ship or install new replacement Hardware or Software and may invoice Customer at Supplier's current price, as stated in the Agreement.

8. TECHNICAL SUPPORT FOR PRODUCT

- (a) Technical Support will be provided to the Customer in accordance with the terms of this Section 7 of Exhibit D. Technical Support will be the main point of contact for specific vehicle issues in the field. Customer support is provided through either of the following:
1. Phone call to Customer Support
  2. Email to Customer Support
  3. Self-help application via Internet
- (b) Supplier shall make available to Customer Technical Support twelve (14) hours a day, 4 AM to 6PM Pacific Time, five (5) days a week. From 4AM to 7AM Pacific Time, the Supplier may have a pager service, with a representative returning the call within a half-hour of the page. Technical support is included in the monthly recurring fees in Exhibit B-2. Technical support and services shall include, but not be limited to, the provision of the following services:
- (3) Distribution of a master Supplier's escalation matrix and ongoing updates. This matrix must include names, titles and telephone numbers of individuals within Supplier's technical support organization for problem response escalation by Customer.
  - (4) Distribution, to personnel designated by Customer, of a monthly activity summary report listing the number of times Customer's personnel contacted Supplier's technical support throughout the month, with the date and time of contact, disposition of the call and the source of any identified problems.
  - (5) Assistance in the diagnosis and resolution of hardware and software problems and in the analysis of maintenance indices. Also assistance in expediting priority replacement parts or systems required on an emergency basis.
  - (6) On-line remote monitoring of Hardware, as mutually agreed, to provide assistance in problem identification and resolution.
  - (7) Assistance in the support of the initial implementation of newly developed Product and during installation of significant Product updates and/or changes.

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- (8) Support in the preparation and analysis of failure and discrepancy reports, as required.
- (9) Cooperation in providing guidelines and documentation to ensure the necessary tracking and resolution of engineering, installation and service complaints.
- (c) When Customer contacts Supplier for technical support, Supplier must provide caller with a control number if resolution cannot be completed over the telephone. Supplier shall provide the caller a verbal status, disposition or resolution of the reported problem within two (2) hours of notification.
- (d) When Hardware or Software problems exist with the Product installed in vehicles, Supplier's Technical Support will use remote diagnostics to resolve the issue. If it is determined that Hardware needs to be replaced on the vehicle, Supplier will dispatch an installer to replace the Hardware on-site. Supplier will make best commercially reasonable efforts to resolve such issues in fifteen (15) days from time of first detection.
- (e) Supplier shall make available to Customer Engineering IT Support twenty-four (24) hours a day, seven (7) days a week to proactively monitor the System related to the ASP Service and detect and repair problems as they occur. Only designated technical support contacts within Customer's IT organization may contact Supplier's Engineering IT Support. Supplier's Engineering IT Support shall use commercially reasonable efforts to meet the response times and restore times as stated in Exhibit G-1, Section 12, entitled "SEVERITY LEVELS".

9. ON-SITE ASSISTANCE

- (a) Prior to any on-site assistance, the solution to specific problems shall be discussed and resolved, whenever possible, by telephone, as outlined in Section 7, entitled "TECHNICAL SUPPORT FOR PRODUCT," of this Exhibit. If Supplier's Technical Support personnel determine that the problem can only be resolved by on-site assistance, Supplier agrees to furnish on-site assistance in a time frame as mutually agreed by the parties and in accordance with the mutually agreed price. Such support shall be at no charge to Customer if performed pursuant to during the applicable Hardware Warranty Period or Software Warranty Period.
- (b) Unless specifically Ordered by Customer pursuant to Attachment B-2 hereof entitled "PRODUCT AND SERVICES PRICES", it is understood that visits by Supplier's employees or representatives for inspection, adjustment or other similar purposes in connection with Products and/or Services purchased hereunder shall for all purposes be deemed "Work hereunder" and shall be at no charge to Customer unless otherwise agreed in writing with Customer.

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- (c) In cases of out-of service emergencies, Customer-affecting failures and/or when other critical factors apply, Supplier agrees to provide on-site assistance within five (5) business days of Customer request, within the limits of available transportation.
- (d) Supplier shall provide, at no additional charge: (i) such assistance and advice, as may be reasonably requested by Customer necessary to assist in the use of the Product and (ii) such training as it normally provides without charge to users of the Product.

10. PRODUCT DOCUMENTATION

- (a) During the term of this Agreement, Supplier shall support Product by maintaining and providing, at no charge, preferably in machine readable format, one(1) copy of the Product documentation, on a non-proprietary basis, and for any succeeding changes thereto and other documentation deemed necessary or useful by Customer to support the maintenance and operation of Product.
- (b) Supplier shall maintain a record of Product documentation that has been distributed among Customer's personnel and provide updates, at no charge, in accordance with that record.

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ATTACHMENT D-1

TRAINING TERMS AND STANDARDS

1. Supplier shall provide qualified instructors and the necessary instruction material, as mutually agreed upon, to train Customer's personnel in a cost effective manner in the database preparation and administration, and operation of Product furnished.
2. Supplier shall also establish and/or maintain curricula to include, but not limited to, the following:
  - (a) Product overview and introduction (e.g., features, functions, benefits, nomenclature, architecture);
  - (b) Basic operation and administration; and
  - (c) Other subjects deemed necessary by Customer to support the Product from Supplier
3. Supplier shall change, modify, update and/or add training programs as new Product features/releases are made available.
4. Supplier may maintain a technical training facility, if such a training facility exists. Supplier shall provide Customer a course listing of all training courses available to Customer, notify Customer of any curriculum changes and identify those courses that are critical in the support of the Product. Training shall be offered on a regular basis and Supplier shall attempt to meet any reasonable request for additional or unscheduled training required by Customer. Additional courses may be scheduled with thirty (30) days prior written notice.
5. Supplier shall offer to Customer at no additional cost Supplier's Product to be used by Customer for the sole purpose of training Customer employees on the use of the Product.
6. Supplier shall, at no charge to Customer, provide copies of all training materials to the Customer's training department for review of quality and applicability to Customer's training requirements. Supplier shall provide a plan for the correction of deficiencies identified in such review.
7. Supplier shall provide, upon Customer request, one master electronic copy of any installation, maintenance, and engineering courseware required for Customer's instructors to train on Supplier's Product. The courseware shall contain an instructor guide, student materials and any additional aides required to present the course. These master copy materials shall be provided at no cost.

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Supplier shall provide Customer with reproduction rights for these materials. These materials shall not be distributed to any non-Customer organization.

8. Customer may audit Supplier conducted training to ascertain if the materials are presented in a quality manner. The costs of such audits shall be at no charge. Any recommendations offered by Customer shall be incorporated for future training classes in a timely manner.
9. Supplier certified Customer instructors shall be afforded the same consideration as Supplier's instructors in regard to course modifications and updates. Supplier shall assure that Customer's instructors have the same updated material as Supplier's instructors.
10. Supplier shall provide Customer's instructors, at no cost, technical/operational support in the form of reasonable telephone consulting assistance relating to the content of courseware.
11. Supplier shall provide, electronic copies of all training materials required to support Customer's embedded base of Product that Supplier may have declared as discontinued or obsolete.

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ATTACHMENT D- 2

DISCLOSURE OF POTENTIAL OR ACTUAL DEFECTS

Supplier acknowledges and understands the critical importance to Customer of avoiding network or other service degradation, adverse publicity regarding its network services, or the deterioration or breach of the security of Customer's telecommunications facilities or network.

For purposes of this section, "Event" shall mean

1. any malfunction of the Products or any failure of the Products to conform to the Specifications;
2. actual failures or impaired functioning of the Products resulting in the disruption of any service provided by telecommunications facilities, including but not limited to network access, to Customer , or to customers of Customer for a period of ten (10) uninterrupted minutes per occurrence;
3. potential, suspected or actual defects in design and/or manufacturing of the Products which are known by Supplier regardless of whether such potential, suspected or actual defects in design and/or manufacturing have resulted in any actual malfunctions or failures of the Products, and which have the potential of causing the disruption of any service provided by telecommunications facilities, including but not limited to network access, to Customer , to customers of Customer , or of Supplier for a period of ten (10) uninterrupted minutes per occurrence; and,
4. uses of the Products in combination with other goods, products, or services, whether those of Supplier or others, where such combined usage could be reasonably predicted to or actually does result in failure or impaired functioning of the Products which cause, or have the potential of causing, the disruption of any service provided by telecommunications facilities, including but not limited to network access, to Purchaser, to customers of Purchaser, or of Supplier for a period of ten (10) uninterrupted minutes per occurrence.

Supplier agrees to identify and compile reports concerning any actual or potential Events. Supplier further agrees to notify Customer at the address below of the occurrence of any Event within eight (8) hours of Supplier's first knowledge of the Event.

Verizon Corporate Sourcing  
Philip Melone- Sourcing Process Leader  
240 E. 38<sup>th</sup> Street- 14<sup>th</sup> Floor  
New York, NY 10016  
(212) 338-7025

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For defects which pose an immediate threat to health and safety, Supplier shall immediately notify the SPL and the VERIZON Health and Safety Organization pursuant to section 47 "NO HAZARDOUS PRODUCTS OR COMPONENTS"

Such notification shall include any and all actions taken by Supplier, its agents, and contractors and by the owner or user of the Products which are subject to the Event. Within forty-eight (48) hours after such notification, Supplier shall provide Customer with a complete and detailed written description of the following:

1. activities which led up to or preceded the Event;
2. the cause or causes of, including any and all known contributing factors to, the Event;
3. any and all actions taken by Supplier, its agents, and contractors, and by the owner or user of the Products which are subject to the Event to control;
4. the date the Event will be resolved, and;
5. any and all measures which can be reasonably taken to avoid the occurrence of the Event in Customer's Products.

Supplier shall continue to provide these written descriptions to Customer every forty-eight (48) hours until such time as the Event has been successfully resolved or until Supplier and Customer agree on their discontinuance.

If requested by Customer, Supplier shall provide identical descriptions to Telecordia's National Control Center or such other place of Customer's agent specified by Customer.

Any failure by Supplier to fulfill its obligations under this section shall be a material breach of this Agreement. The reporting of an Event by Supplier to Customer as provided herein shall not relieve Supplier of any of its obligations or liabilities under this Agreement.

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EXHIBIT E

ELECTRONIC PURCHASING

- ♦ ATTACHMENT E-1 ELECTRONIC DATA INTERFACE (EDI)

EXHIBIT E ELECTRONIC PURCHASING

ATTACHMENT E-1 EDI

Using best commercially reasonable efforts, Supplier will comply with these EDI guidelines as soon as possible .

1. At Customer's option, the parties will develop an Electronic Data Interchange (EDI) for the electronic communication of purchase orders, acknowledgements, subsequent invoicing or other data (Documents). All exchanged Documents shall be channeled through one or more Third Party Networks (TPNs) by one party to the other. Each party will arrange and pay its own expenses for the transmission of electronic Documents. Either party may change its TPNs with thirty (30) days' prior written notice to the other. Each party agrees to provide the other access codes necessary to establish connections. Each party shall adopt reasonable security procedures to ensure that (i) Documents transmitted electronically are authorized; (ii) the parties' business records and data are protected from improper use; and (iii) the security of access codes and electronic identification codes is maintained. Prior to the performance of any new transmission of Documents under this Agreement, Supplier agrees to review and then perform, to the best of its capabilities, in accordance with the instructions provided in Customer's Implementation Guidelines. As determined by Customer and Supplier, there may be a period during which the parties test and resolve any operational issues.
2. At the option of the sending party and if the sending party has the capacity to receive acknowledgements electronically, then, upon receipt of a Document, the receiving party shall promptly issue an acknowledgement to the sending party solely for the purpose of acknowledging receipt of the Document. Otherwise, the receiving party shall provide written acknowledgements to the sending party. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the sending party (if identifiable from the received Document) in a reasonable manner. In the absence of such notice, the sending party's records of contents of such Document shall control.
3. For Electronic Funds Transfer (EFT), Customer agrees to electronically transfer funds, as appropriate, to the financial institution and bank account number shown in Attachment E-1, as the same may be modified from time to time by Supplier upon notice to Customer within fourteen (14) days of the effective date of such modification. Customer will make payments in accordance with the National Automated Clearing House Associations (NACHA) Corporation Trading Rules. Customer's process is governed by and in accordance with Article 4A of the Uniform Commercial Code. Customer will not be responsible for any loss that may arise by reason of error, mistake or fraud regarding Supplier's information provided in Attachment E-1. Further, Customer will be responsible for loss of data only when it is due to the sole negligence of Customer or its originating bank.
4. The parties agree that a Document properly transmitted electronically, including a party's identification, shall be the same as a signed writing, created in the ordinary course of the sending party's business, at or near the time of the events

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ATTACHMENT E-1

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recorded, and transmitted by a person with knowledge of the events. When the Document is printed from the electronic records, the Document shall be considered an original document. Neither party shall contest the validity of the Document on the grounds that it fails to meet the common law statute of frauds or the statute of frauds found in Section 2-201 of the Uniform Commercial Code, that it fails to meet the business records exception to the hearsay rule or that it fails the best evidence rule because it is not an original document.

5. For matters pertaining to the technical administration of EDI transactions, the parties shall contact the individuals listed below:

CUSTOMER:

Verizon  
700 Hidden Ridge  
P. O. Box 152092  
Irving, Texas 75015  
Attention: Sect. Mgr-Application Development  
(Information Technology)

SELLER:

MobileAria, Inc.

ATTACHMENT E-2

EFT INFORMATION

SUPPLIER'S COMPANY

Name: Mobile Area, Inc  
Address: 800 West El Camino Real #240  
Mountain View, CA  
94040

EFT Contact Name: Steve Conlisk - VP Finance

EFT Contact Telephone No: 650-237-4422

EFT Payments extended by: Five (5) days

(EFT payment days will be added to existing payment due dates to neutralize check float.)

Remittance Method (Please check one of the following):

- ☐ EDI ANSI 820 sent to Seller's bank with payment  
☐ EDI ANSI 820 sent to Seller's company's EDI mailbox  
☒ Fax remittance to (650) - 937 - 1078  
☐ Paper remittance sent to existing remittance address

SELLER'S FINANCIAL INSTITUTION

Bank Name: Bank of America  
Address: 450 B St. #900  
San Diego, CA 92101

Bank Calling Office: Nash Sikes  
Bank Contact Telephone No: 888-852-5000 x 8204  
Bank Transit Routing No: ABA # 121000358

Seller's EFT INFORMATION

Seller's EFT Bank Account No  
to Receive Payments: # 00507-13073  
Bank Account Name: Mobile Area, Inc

Rev. 2 6/23/2004  
MobileAria  
C0505851

ATTACHMENT E-1

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NOTICE

CONFIDENTIAL - Not for use or disclosure outside Verizon without Verizon's written permission.

**ACH Format Seller's Bank**

**Accepts (CTX or CCD+):** \_\_\_\_\_

**Combine EFT Remittance**

**with ACH:** \_\_\_\_\_(Yes/No)

Supplier's Financial Institution should be consulted since EFT transmission formats are influenced by Supplier's bank capability to receive electronic payments.

The above EFT payment instructions are authorized, and the terms and condition stated in this Agreement Number (Agreement Number) are accepted by:



Signature

Steve Conlisk

Printed Name

6/2/05

Date

VP Finance

Company Title